

PASSENGER CONDITIONS OF CARRIAGE

INTRODUCTION

These conditions are Kenya Railways Conditions of Carriage, and apply to your use of Madaraka Express train services. These Conditions of Carriage take effect until further notice. Where there is any inconsistency between these Conditions of Carriage and the Kenyan law, the law will prevail. Where there are any inconsistencies within these Conditions of Carriage, the condition more favourable to the passenger will apply. If any part of these Conditions of Carriage is found to be invalid or unenforceable, that shall not affect the validity or enforceability of the remainder, which shall remain in force to the fullest possible extent.

SECTION 1 – CONDITIONS OF CARRIAGE RELATING TO PASSENGERS

TICKETS

1. Your Contract

A ticket that has been issued to you is evidence of a contract between you and the railway operating company whose trains you have the right to use under the contract. Each contract consists of the conditions of carriage of the railway operating company taking part in the performance of the contract and, subject to paragraph 17, the specific data indicated on your ticket.

2. You need a valid ticket to travel on Madaraka Express

2.1 Upon completing your ticket purchase you must provide your full name and identification details (ID or Passport Number) in order for your ticket to be issued.

2.2 You must hold a valid ticket or authority to travel on Madaraka Express train services.

2.3 Any required alterations to the class or ticket type must be made and paid for before your journey commences. If you travel without a valid ticket, or in the wrong class, or on a discounted ticket for which you are ineligible, or you extend your journey beyond destination, you will be charged on the basis of the full fare applicable to the train, journey and class in which you are travelling as at the date of your journey plus a surcharge of 20% of the full journey fare.

3. Conditions on which tickets are issued

3.1 Tickets are issued subject to these Conditions of Carriage, applicable laws and regulations, all safety and other regulations applicable to travel through the SGR corridor, and the terms of the by-laws and conditions set out in our notices and other publications, which are issued from time to time, including any restrictions or conditions applicable to the fare type purchased

3.2 If you purchase a ticket or series of tickets which include travel on a service other than a Madaraka Express train service, then subject to paragraph 3.4, our contract with you is limited to the part (if any) of your journey which is on the Madaraka train service. Your

contract(s) for the parts of your journey which are not on the Madaraka train service will be governed by the by-laws and conditions of carriage of the other operators involved.

3.4 Third party marketing carriers may sell through tickets including travel on Madaraka services (Third Party through Tickets).

3.5 We reserve the right not to sell certain types of ticket, or tickets to particular destinations, and to restrict the availability of certain fares. We also reserve the right not to provide you with Madaraka train services (for example, where the circumstances set out in paragraph 39 and/or paragraph 40 apply), after you have paid for Madaraka train services.

4. Specific conditions for Electronic Tickets

We may issue you with an electronic ticket instead of a paper ticket. Electronic tickets will be sent to your nominated email address or can be accessed via our website: www.krc.co.ke You must print out your electronic ticket and show it to a member of our staff at the check-in booths or scan the barcode on the electronic ticket at the automatic gates prior to travel on Madaraka train services. Any reference in these Conditions of Carriage to a ticket includes a paper ticket and any electronic ticket which may be launched in the future unless specifically stated otherwise.

5 Children's tickets

5.1 Children aged under 3 may be carried free, without the need for a ticket provided that they do not require a seat and are able to sit on the lap of an accompanying adult. Children aged 3 to 11 years inclusive (up to and including the child's 12th birthday), and younger children for whom a seat on a Madaraka train is booked, will pay the child's fare (half) of the class in which they travel. Proof to determine the age of the child must be presented at the point of boarding.

5.2 Young persons past their 12th birthday travelling on a Madaraka train must be in possession of an adult ticket.

5.3 A child's age for the purpose of these Conditions of Carriage is that applicable on the first day of the outward journey.

5.4 The carriage of children under 3 years old free of charge shall be limited to one child per adult.

5.5 Children up to and including the age of 13 years must travel on the Madaraka Express train accompanied by a competent person of at least 16 years of age. Where the accompanying competent person is not the child's parent or legal guardian, the child must have in his or her possession throughout the journey (and produce for inspection on request) the written consent of his or her parent or legal guardian to the journey.

5.6 School children whether below or above 3 years, travelling under the care of their teachers shall be treated as group and shall pay adult fare.

VALIDITY OF TICKETS

6. Tickets for specific times

6.1 A Madaraka express ticket is only valid for travel on the date and on the train displayed on the ticket. No open dated tickets will be issued. If you board any train other than the one specified on your ticket you will have to pay the full fare applicable to the train and, journey and class in which you are travelling with 5% penalty. A refund may be available on the original ticket held depending on the ticket type and will be subject to the Refund policy

6.2 We will endeavour to honour the advance seating request shown on your ticket, however we cannot guarantee that you will be able to sit in any particular seat. We reserve the right to change your seat at any time, even after you have boarded the train. You must not occupy any seat other than the one shown on your ticket, except where you have been requested to do so by, or received permission to do so from, a member of our staff.

USE OF TICKETS

8. Breaking a journey at intermediate stations

8.1 Stop-overs en route, other than those necessary for transfers, are not permitted. If you break your journey, you will not be entitled to continue it later and your ticket will stand annulled.

8.2 Tickets for Madaraka train services do not include the cost of travel between different stations in any one city/town.

9. Check-in

Before boarding a Madaraka express train, you must check-in at the automatic gates. You must check-in before the Check-in Time Limit we indicate, as explained in clause 18.

10. When you are making a journey and have to change trains

If you have to change trains on a journey you are making, you will be responsible for transferring yourself and your luggage between the trains and, if necessary, between stations. When booking your journey you shall ensure that you allow sufficient time for any such transfer.

11. If you travel to a station different to that specified on the ticket

If you wish to use your ticket for a station other than the one for which it is valid, you will have to pay the appropriate full fare for the additional portion of the journey plus a 20 % surcharge.

12. You may not transfer your ticket to anyone else

12.1 Tickets already partly used, or made out in a passenger's name, are non-transferable and may only be used by the person for whom the ticket has been purchased. Tickets may not be offered for sale except by Madaraka express or its authorised agents. If a ticket is resold or

transferred for profit or other commercial gain, it will become invalid and the holder may be refused access to the Madaraka express train.

12.2 When you are travelling on a named ticket, access to Madaraka express service is only provided to the passenger named on the ticket. You must provide valid proof of your identity, as well as the identity for those for whom you are responsible, matching the name on the ticket when requested by our staff or agents. We reserve the right to check the identity documents of passengers and may refuse to carry any passenger and their baggage where they have refused or are unable to provide valid proof of their identity in accordance with this paragraph. In such circumstances a refund or exchange is not applicable.

13. Withdrawal of Tickets

Tickets remain our property and if you fail in any material respect to comply with any condition governing its use, your ticket may be withdrawn or invalidated by our staff or agents. If a ticket is withdrawn or invalidated by our staff or agents you will be refused permission to travel and/or continue your journey and no refunds will be issued for any used portion of your ticket.

14. Audit Requirements

Our staff or agents may retain tickets for audit purposes. If we do this, we will provide you with replacement tickets or receipts as appropriate.

PASSENGER RESPONSIBILITIES

15. Please check tickets and change at the time of issue

At the time you purchase a ticket, you should ensure that it is for the journey you wanted and that, if applicable, you have received the correct change. You should draw any apparent errors to the attention of our staff or agents at the point of sale where you bought your ticket (or at another point of sale to which we direct you) as soon as possible. We can only consider claims made if you provide reasonable supporting evidence of an error. You are not entitled to any reduction in the fare once you have purchased your ticket.

16. Make sure that you are on the correct train and that you get on and off at the correct station

You are responsible for making sure that you come to the correct Madaraka express departure station, join the correct train and that you get off at the correct station, all as stated on your ticket. We will not be responsible for any loss or delay caused as a result of you coming to an incorrect station, joining the wrong train or getting off at the wrong station, unless such loss or delay is due to our negligence or the negligence of our staff or agents.

17. Make sure that you check the times for your train prior to travel

The train time displayed on your ticket or in our timetables may change between the date you purchase your ticket and the date you actually travel, for example due to engineering works or other incidents. We do not guarantee the train times to you and they do not form part of your contract of carriage with us. It is your responsibility shortly before you travel to check for any changes to the timings for your train. Where there are changes in the published train times after you purchase your ticket but before your date of travel, you may decide not to travel and then you can either claim a refund in accordance with paragraph 31 or subject to availability, exchange your ticket for a different Madaraka train service in the same class of travel as stated on your original ticket.

18. Make sure you comply with the Check-in Time Limit and Boarding time

18.1. You must comply with the Check-in Time Limit indicated by us (the "Check-in Time Limit"). This means you must arrive at the check-in at least **30 minutes**, or other minimum period which we may specify from time to time, before your scheduled departure time as stated on your ticket, in order to check in for a Madaraka train and carry out the necessary formalities, and security checks. Disabled persons or persons with reduced mobility who require assistance from our staff must arrive at check in at **least 45 minutes** prior to the scheduled departure time.

18.2. In addition, you must be present at the boarding gate and board your Madaraka express train at the latest by the boarding time as instructed by KR or its agent, otherwise you might not be allowed to board your train.

19. Make sure that you have a valid passport/Identification Card with you when you travel

You are also responsible for ensuring that you are in possession of an identification Card (ID) or other valid identification documents when you travel. If you attempt to travel without an ID or other necessary identification documents you may not be allowed to board the train.

20. Please keep your ticket ready to show or hand over

20.1 Tickets must be shown and/or handed over upon request to a member of our staff, or agents. We also reserve the right to require you provide appropriate personal identification upon demand. If you fail to do so, we may either:

20.1.1 charge you on the basis of the full fare applicable to the train, journey and class in which you are travelling; or

20.1.2 refuse you permission to travel and/or continue your journey and issue no refund for any used portion of your ticket.

You must hold a valid ticket throughout your entire journey, retain your ticket until leaving the destination station and keep it available for inspection at all times.

21. If your ticket is lost, stolen or mislaid

The safekeeping of your ticket is your responsibility. If you lose or mislay a ticket (or a portion of a ticket) or a ticket (or portion) is stolen while it is in your possession we may issue a replacement ticket (or portion). However, we reserve the right to refuse to issue a replacement ticket where it is reasonable for us to do so: normally this will only occur in the case of suspected fraud or where we consider there may be security implications. We will not make a refund for any such ticket (or portion), except where the loss, theft or mislaying is the result of our negligence.

23. Assistance for Disabled Passengers and Persons with Reduced Mobility

If you are a person with a disability or if you have reduced mobility, you are requested to notify us at the time ticket purchase or at least **48 hours** prior to your departure by calling our Contact Centre if you require any assistance.

24. Smoking Restrictions

24.1 You are not allowed to smoke while on board a Madaraka express train.

24.2 You are not allowed to smoke in any KR Terminal Building in any station or adjacent areas as indicated by signs in those areas.

24.3 For the purposes of this condition 24, smoking includes the use of electronic smoking devices.

25. Compliance with Madaraka express's Instructions, and Security Requirements and behaviour at our premises and on-board

You shall not prevent our staff or agents from performing their duties and must follow all of the instructions given by our staff or agents, the station managersø staff and the infrastructure managersø staff. You must also ensure that you comply with all relevant security, requirements and the requirements of any other administrative authorities.

If you fail to comply with such instruction and rules you may not be allowed to board the train or if you are already on board the train, our staff may refuse to allow you to continue your journey on the madaraka train service. In such circumstances no refund will be done for the journey or portion of journey undertaken

GROUP TRAVEL

26. Minimum Group Size

To benefit from a group booking, a group must consist of at least 21 fare-paying passengers.

27. Group Leader

Groups must have a nominated leader. This person will be responsible for carrying out any special obligations which we place upon him/her.

28. Group Check-in

Members of a group must check-in together (unless individual tickets have been issued), travel together throughout by the same train(s).

29. Advance Bookings

We accept requests for group reservations up to two (2) days prior to commencement of the pre sales period. There will be limited capacity available and the ability to make reservations will be subject to availability.

30. Additional Services

The supply of additional services for groups such as catering shall be by mutual agreement between our catering agent and the nominated group leader.

REQUESTING REFUNDS ON TICKETS, TRAIN SERVICE DISRUPTION & PERSONAL INJURY

31. Refund Conditions

31.1 If for any reason other than a delay or cancellation of the train you planned to catch, you elect before you were ticketed to depart not to use your ticket (or a portion of your ticket), the person who has paid for that ticket (or portion) may request a refund on that ticket (or portion) upon its complete surrender, provided the type of ticket purchased is refundable. Refunds on any such ticket (or portion) will be issued by the point of sale from which the ticket was purchased (or from another point of sale to which we or our agents direct you) and will only be issued where the conditions of the particular fare type allow. Any request for a refund must be accompanied by all the tickets concerned (including copies of all electronic tickets). Receipts for tickets cannot be considered for refund. No refund will be given where the ticket has been so damaged or defaced as to prevent the reading of essential details such as route, date, class, booking reference, fare etc. Refunds will be subject to the following:

- a) If confirmed ticket is presented for cancellation up to 48 hours before the scheduled departure of train, no charge will be levied;
- b) If confirmed ticket is presented for cancellation between 48 hours and up to 12 hours before scheduled departure of the train, 25% cancellation charges will be levied;
- c) If confirmed ticket is presented for cancellation between **12 hours** and up to 1 hour before the scheduled departure of the train, 50% cancellation charge will be levied; and
- d) If confirmed ticket is presented for cancellation 1 Hour- upto 0 hours before the scheduled departure of the train, 70% cancellation charge will be levied; (passenger MUST produce ID/passport to get refund)

31.2 If the ticket was paid for with a credit card or charge card, any refund will be made by the issue of a credit voucher against that credit card or charge card. If the ticket was paid for with a Rolling Deposit scheme, the scheme account holder's account will be credited accordingly. If the ticket was paid by Business Credit Account, the account will be credited accordingly. Otherwise, the refund will be made in cash, bank transfer or by cheque at our discretion.

31.3 This paragraph 31 does not apply to Third Party Through Tickets (as defined in paragraph 3.5). For refunds not in respect of delay or cancellation for Third Party Through Tickets, please refer to the third party marketing carrier's terms.

32. Delayed or cancelled trains

32.1 This paragraph 32 applies where cancellation or delays affecting train services covered by your transport contract with KR mean that it is reasonably expected that there will be a delay in your reaching your final destination under that contract of more than **60 minutes**. This paragraph 32 applies subject to paragraphs 34 and 35.

32.2 Where this paragraph 32 applies you shall have the choice between:

32.2.1 continuing your journey to the final destination under the contract, with re-routing where necessary, under comparable transport conditions at the earliest opportunity. In this case and subject to paragraph 35, compensation under paragraph 33 may apply; or

32.2.2 continuing your journey to the final destination under the contract, with re-routing where necessary, under comparable transport conditions at a later date; or

32.2.3 deciding not to travel or to continue your journey under the contract. In this case, you will be entitled to a full refund on the unused portion of your ticket to the extent covered by the contract with us and on the used portion of your ticket to the extent covered by the contract with us if your journey no longer serves any purpose for you having regard to your original travel plan, provided that you provide supporting evidence, where appropriate, that your journey no longer serves any purpose for you and you cancel your ticket in accordance with our instructions.

32.3 Where you have decided not to continue your journey under paragraph 32.2, we will offer a return service to your first place of departure and in the same class of travel as stated on your ticket at the earliest opportunity.

32.4 If, instead of claiming a refund, you elect to continue your journey at a different time, you must contact one of our points of sale and we will, subject to availability and comparable transport conditions, issue you with a new ticket to allow you to complete your journey under your transport contract with us at a later date up to within the presales period after the original delay or cancellation.

32.5 In the case of a delay of 60 minutes or more covered by this paragraph 32, we will take reasonable and proportional action to assist you, subject to what is available or physically possible.

33. Compensation for Delay

33.1 Should the passenger not be able to take the train in accordance with the ticket per date, train no., coach and seat no. due to the responsibility of the railway operation or force majeure, ticket refunding shall be allowed at the station at no service charge. However, the charge previous collected due to violation of regulations shall not be refunded. Nor is the ticket already used and that has reached destination. Refunding shall be a uniform standard.

1. Full ticket fare shall be refunded at the departure station. (including the circumstance under which the train returns to original departure station);
2. At intermediate stations, refunding shall be limited to the part of the journey that has not covered

33.2 You will not be entitled to compensation under paragraph 33 where you are informed of a delay before you purchase your ticket or where a delay due to re-routing or continuation on a different service remains below 60 minutes.

33.3 Where you elect to be refunded a proportion of the fare in accordance with these conditions, this will be calculated based on the price actually paid by you for the leg of the journey subject to the delay. Where a contract is for more than an outward and return leg, the fare for the affected leg shall be calculated in proportion to the aggregate price of the legs covered by the contract. Where you travel as part of a travel package which does not include a ticket price allocated to the leg of the journey subject to a delay, the fare shall be based on such amount as we reasonably specify reflecting the payment received by us in respect of your travel on that leg of the journey.

34. Liability in case a journey cannot be continued the same day

34.1 This paragraph 34 applies where cancellations or delays to trains or missed connections mean your journey cannot be continued the same day or continuation of the journey on the same day could not reasonably be required under the circumstances. This paragraph 34 applies subject to paragraph 35.

35. Relief from Liability for Delay, Exemptions and Through Tickets

35.1 We will not be liable to you under paragraph 34 when the cancellation, late running or missed connection is attributable to one or more of the following causes:

35.1.1 circumstances not connected with the operation of the railway which we, in having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which we were unable to prevent;

35.1.2 fault on your part; or

35.1.3 the behaviour of a third party which we, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which we were unable to prevent; another undertaking using the same railway infrastructure shall not be considered a third party.

35.2 In addition, we will not be liable to you under paragraph 32 or 33 in so far as any delay, cancellation or missed connection is due to transport services:

35.2.1 which are wholly performed by third parties

35.2.2 which do not form part of the contract of carriage; and/or

35.2.3 by sea or on inland waters.

Third Party through Tickets

35.3 Where your claim for compensation for delay is in respect of a Third Party Through Ticket (as defined in paragraph 3.5):

35.3.1 you should direct your claim to the third party marketing carrier or point of purchase of the ticket.

Other Train Services

35.4 If you experience delay, missed connections or cancellations in relation to train services which are not Madaraka express train services you should direct any claim to the relevant carrier(s).

36. Handling of Refunds and Compensation

36.1 We will provide you with confirmation of a delayed Madaraka train service upon your request. You must make your claim for refunds or compensation for delay or cancellation within two (2) months of the date of delay by presenting the original ticket to us along with the confirmation of the delay. Claims for compensation in accordance with Madaraka's Compensation Policy as set out in paragraph 33.2 must be made and used within twelve (12) months of the date of the incident.

36.2 As a general rule, we will pay any refunds and/or compensation you are entitled to in the form of ticket vouchers - which are valid for **one year** from the date of the incident. Upon your request, any refund or compensation you are entitled to can be paid in money in a form chosen by us.

36.3 We will aim to process your refunds and/or compensation request within one (1) month of receipt of your request by our customer Care department.

37. Limits on Liability and Exclusions

Purchase and payment for a ticket does not provide firm assurance that your train will not be subject to alteration, delay or cancellation but paragraphs 32, 33 and 34 set out what we will do if any of these situations arise. Except as set out in paragraphs 32, 33 and 34, we are not liable to you for any cost, loss, damage or expenses, including but not limited to any direct, indirect or consequential loss or damage, resulting from the cancellation or late running of a train, missed connection or poor service for any reason (including where due to our negligence or serious fault). You are recommended to take out insurance in respect of any consequences of delay or cancellation going beyond what these Conditions of Carriage provide.

38. Extent of Liability

38.1 Our liability to you in relation to death and personal injury is subject to the applicable national laws.

38.2 Nothing in these Conditions of Carriage shall operate to exclude or limit the liability of a party if and to the extent that such exclusion or limitation is not permitted by the applicable law or that liability relates to the consequences of fraud by that party.

SECURITY AND SAFETY

39. Security Checks

39.1 In the interests of the safety and security of all our passengers, security checks (including, without limitation, security searches) on you, your personal effects and your luggage may be carried out by our staff or agents or the security and railway police before you are permitted to board any Madaraka express train and while you are aboard the train (please note that references to "luggage" in these Conditions of Carriage refers to luggage and/or its contents). You must cooperate with our staff and agents and with the security and police in relation to these checks. By purchasing a ticket and accepting these Conditions of Carriage, you consent to such checks being carried out on you and your luggage. Any failure to cooperate may result in your being denied access to the train or in your being delayed or detained when you wish to leave the train. We will not be responsible either in contract, tort or otherwise for any loss or damage you may suffer or for the consequences of any delay if you fail to comply with your obligations under this paragraph, or for any loss or damage to your luggage arising from security checks. If you are denied access to your train as a result of security checks you will not be entitled to a refund of any carriage charge.

40. Exclusion from Carriage

40.1 If we reasonably believe that while you are on board the train service or at any KR premises or station serviced by Madaraka you:

40.1.1 or your luggage have or will present a danger for the safety and good functioning of our operations;

40.1.2 or your luggage have or will put the train, or any person in it, in danger;

40.1.3 failed to comply with these Conditions of Carriage, applicable regulations and/or to obey the instructions of our staff, agents or authorities relating to safety or security;

40.1.4 failed to obey no-smoking signs;

40.1.5 committed a criminal offence;

40.1.6 have or will allow your physical or mental state to become affected by alcohol, drugs or medication;

40.1.7 have made a hoax bomb or other security threat;

40.1.8 are in possession of any of the prohibited items listed in Appendix 1, in particular (but not limited to) military shells (including war souvenirs & relics);

40.1.9 have or will behave in a threatening, abusive, insulting or disorderly way towards our staff, agents or other passengers; or

40.1.10 have or will behave in a way which causes discomfort, inconvenience, damage or injury to our staff, agents or other passengers, then our staff may refuse to allow, or refuse to continue to allow, you to access our premises or the madaraka express train services, or if you are already on board the madaraka train service, our staff may refuse to allow you to continue your journey on the madaraka train service. We reserve the right to report the incident(s) to the relevant authorities, where appropriate, with a view to them prosecuting you for any criminal offences you might have committed.

40.2 Where our staff so refuse access to railway premises or the madaraka train service under paragraph 40.1, you will not be entitled to a refund of any carriage charge or any charge for the carriage of registered luggage and we will not be liable to you for any cost, loss, damage or expenses, including but not limited to any direct, indirect or consequential loss or damage as a result of such refusal.

40.3 In the reasonable exercise of our discretion, we may for a limited time period refuse to carry you on our train services if we have notified you in writing before the booking that we would not at any time after the date of such notice carry you on our train (a "banning notice"). We will do this where you have contravened the rules of behaviour stated in paragraph 40.1 and transporting you is therefore unacceptable. In the banning notice will

specify a reasonable period for which the ban will apply and will ask you not to buy a ticket or ask or allow anyone to do so for you within that period. If you attempt to travel while the banning notice is in force, we will refuse to carry you.

41. Wheelchair users

Persons confined to wheelchairs shall be required to declare this at the time of booking or give at least 48 hours prior notice, otherwise we may be refuse access to the train.

SECTION 2 - CONDITIONS OF CARRIAGE RELATING TO LUGGAGE, ETC

ACCEPTANCE OF LUGGAGE

(Please note that, as set out in paragraph 39, references to ðluggageö in these Conditions of Carriage refers to luggage and/or its contents).

42. Conditions of Acceptance of Luggage

We will accept the carriage of your luggage subject to:

42.1 these Conditions of Carriage (including, without limitation the conditions in this Section 2);

42.2 the by-laws and conditions of any other company, body or person who accepts that luggage for carriage;

42.3 prior security screening and/or searching by our staff or agents; and

42.4 when you send your luggage for carriage as registered luggage, compliance with our registered luggage terms and conditions.

43. Permitted Quantity of Luggage

If you are travelling on an adult ticket you may take with you without charge when you travel on madaraka express trains up to two (2) large items (suitcases, rucksacks, musical instruments etc.), which do not exceed 85cm in length and 30kgs in weight, plus one small piece of hand luggage (handbag, small rucksack etc.), provided you can easily carry such articles and they can be fitted into the luggage spaces provided. If you wish to take any items you cannot easily carry and/or additional items we may, at our discretion, either levy a charge in respect of such items to allow them to be carried as luggage or require you to pay to send them through our registered luggage service.

Children under the age of three who travel without a ticket do not have an individual baggage allowance. Any child with a child ticket may take one bag which does not exceed **85cm** in length or 30Kgs in weight and one small piece of hand luggage.

You may take one pushchair and one car seat per child on board at no extra cost and in addition to your individual allowance. These must be stored in the luggage racks in the carriage where you are seated and any pushchair must be folded for storage.

44. Accompanied Bicycles

If you fold your bike or dismantle it to remove the saddle, handlebars and wheels, you can carry it on board in a bike bag as part of your luggage allowance, provided the overall size is no more than 85cm in length.

45. Prohibited and Controlled Luggage

You may not take with you as accompanied luggage on madaraka express trains:

45.1 articles subject to prohibition and restriction and included in **Appendix 1**;

45.2 articles being carried for or on behalf of a third party for commercial gain;

45.3 articles for which we would otherwise make a separate charge;

45.4 articles which are forbidden by customs authorities or other government agencies;

45.5 bicycles or other items that are large or have sharp edges, which would constitute a safety hazard to other passengers on stations or within the passenger carriage; and/or

45.6 alcoholic beverages in excess of limits which we advertise and/or designate for any period (which may include a total ban on alcoholic beverages). We may confiscate and destroy any such alcoholic beverages carried during such period without any liability to you.

46. Labelling of Luggage

All your luggage must be clearly labelled with your full name, seat number and destination station. Conflicting labels should be removed or obliterated. The luggage must remain under your close control throughout the journey and be available for inspection by the security and authorities at all times.

47. Our liabilities

47.1 Accompanied Luggage: You are responsible for supervising luggage and articles which you carry as accompanied luggage and any animals which accompany you. Subject to the existing laws, we are not liable for any loss or damage to articles, accompanied luggage or animals for which you are responsible unless:

47.1.1 that loss or damage was caused as a result of our fault;

47.1.2 when you loaded and stowed your luggage for carriage that loss or damage was of a type and extent that we should reasonably have contemplated resulting from that carriage (for the avoidance of doubt and without limitation, loss resulting from the absence or inadequacy of packing, the special nature of the luggage or the loading and stowing of items not acceptable for carriage is not loss of that type and extent); and

47.1.3 your loss is not related to your or your employer's business or another remunerative opportunity (including, for the avoidance of doubt and without limitation, any loss of profits or increase in business costs, any failure to obtain, or loss of a commercial opportunity regardless of whether that opportunity arose in the normal course of business, and any costs associated with any disruption to your business).

In any event, our maximum liability to you for total or partial loss or damage to articles, hand luggage or animals is subject to your providing us with receipts evidencing any loss or damage.

47.2 Registered Luggage:

47.2.1 If you're travelling with extra, oversized or luggage allowed as registered luggage only, according to our Conditions of carriage, you will need to use our registered luggage service which is available on the luggage carrier.

47.2.2 Applicable prices are detailed in our published tariff book.

47.2.3 Each passenger must present himself or herself with his luggage and with his train ticket that will be used for his journey. It cannot be used to transport commercial goods.

47.2.4 The maximum authorized weight per luggage **is 30 kg**.

47.2.6 Each item of luggage must be labelled with the correct address, telephone number and destination station. Be sure to pack your luggage properly to allow handling and transportation without risk of damage. Defects that are already evident at the dispatch stage must be noted. The customer's acceptance of the receipt is regarded as recognition of the defects.

47.2.7 You also need to comply with the formalities required by competent authorities. All luggage is subject to checks from any competent security or police. Thus, we remind you that your luggage may be banned from transport and/or be kept by competent security authorities.

47.2.8 After registration of your items, you will be given a receipt to present on arrival at the destination station to collect them. For the registration and collect of weapons, make sure that you can present all required certificate and license.

48. Your liabilities

48.1 If you bring any articles, luggage or on to our premises or on to our trains you will be responsible for any injury, damage or loss caused as a result of your failure to take reasonable

care of it or them (including, without limitation, by your failure to remove any luggage from our premises or our trains at the end of your journey).

48.2 You must comply fully with any requirements of the security and police in any jurisdiction in relation to your luggage.

49. Examination and destruction of luggage

We may open and examine the contents of any luggage you leave on our trains or premises (including luggage left unattended), before removing such luggage to a secure place. We may, without any liability, remove and/or destroy any luggage and/or any other property which might in our opinion present a security risk or cause injury or inconvenience to persons or damage to property.

50. Found items

You may not regard any item which you find on our premises or trains as belonging to you and must hand over any such item immediately to a member of our staff (or, in the case of money, to the appropriate police staff) for safekeeping.

51. Charges/Liability for lost property

We may make a reasonable charge for the return of lost or unclaimed luggage or other lost property to the owner, depending upon the type of article and the period during which we have held it before it is claimed. Subject to paragraph 52 and subject as provided in paragraph 47.1 in respect of accompanied luggage and in paragraph 47.2.9 in respect of registered luggage, we are not liable for any loss or damage which you sustain in respect of lost or unclaimed luggage or other property.

52. Disposal of unclaimed luggage

All items of lost or unclaimed luggage or other lost property which have not been claimed by the owner within twenty eight (28) days of being found will be regarded as having been abandoned. Once they are regarded as abandoned, they may be sold or otherwise disposed of and the proceeds of the sale will be retained by us or otherwise dealt with by us at our discretion. Perishable articles may be disposed of earlier. Any costs of return of items will be borne by the owner.

53. Additional conditions for left luggage

Left luggage conditions are exhibited at stations where a locker or other facility is offered. Unclaimed left luggage will be dealt with in a similar manner to lost or unclaimed luggage, as set out in paragraphs 51 and 52 above.

SECTION 3 – GENERAL

54. Animals

We allow guide and assistance but we do not allow passengers to bring any other animals on board any Madaraka express service as hand luggage, registered luggage or otherwise. For safety reasons, access to madaraka trains by persons travelling with a guide or assistance dog is limited. If you travel with a guide or assistance dog you will be required to declare this at the time of booking and present the licence and vaccination certificate at the time of boarding otherwise you may be refused access to the train.

55. Car Parking

The conditions governing the parking of motor vehicles and bicycles are available for inspection at our stations where this facility is offered.

56. Wifi On-Board

Where you travel on-board a wifi enabled train:

56.1 The wifi and entertainment service is provided free of charge as a compliment to your journey and no part of the ticket price is attributed to the provision of the wifi and entertainment service.

56.2 the wifi and entertainment service is provided on an "as is", "as available" basis without warranties of any kind. All warranties, conditions, representations, indemnities and guarantees with respect to the content or service and the operation, capacity, speed, functionality, qualifications, or capabilities of the wifi and entertainment service whether express or implied, arising by law, custom, prior oral or written statements by KR, or otherwise are hereby overridden, excluded and disclaimed.

56.3 access to the wifi and entertainment service is subject to the madaraka Entertainment and Wifi Terms and Conditions which are available when you register to use the wifi and entertainment service.

57. Complaints

Any complaints should be addressed to our customer Care department in writing(for contact details, see our website <https://www.krc.co.ke>). We will endeavour to acknowledge receipt of all complaints within one (1) month of receiving them. Where appropriate, we will pass the complaints to the carriers responsible for them to deal with. We will provide you with a response to your complaint no later than three (3) months of the date of the complaint.

58. Law and Jurisdiction of Courts

These Conditions of Carriage and all non-contractual obligations arising from them or connected with them will be governed by Kenyan law. Any person bringing an action under these Conditions of Carriage irrevocably submits to the jurisdiction of the Kenyan Courts.

59. Disputes

59.1 An action based on the liability of a carrier in the event of the death or, or personal injury to, passengers may only be brought against the carrier having performed the part of the carriage on which the accident happened.

59.3 An action for the recovery of a sum paid for the contract of carriage may be brought against any one of the carriers taking part in the performance of the contract of carriage.

59.4 An action for refund or compensation for delays based on entitlement and other actions made on the basis of the contract of carriage may only be brought against madaraka express the part of the carriage it performed on which the event giving rise to the proceedings occurred.

59.5 If the person entitled has a choice between several undertakings, his right to choose is extinguished as soon as he brings an action against one of them.

60. Authority of our staff or agents

Our staff or agents have no authority to waive or change these Conditions of Carriage.

61. Data Protection

KR will retain details provided to us by you in accordance with our privacy policy. This information will be stored in a central database, controlled by our staff or agents and will be accessible electronically. Security measures are in place to ensure that our customers' data is not accessible by any unauthorised person. However, persons such as IT systems suppliers and commercial and marketing department/loyalty programme partners may need to have access to the system from time to time. In addition, we may be obliged to make personal data available to authorised government authorities in accordance with applicable law and regulations, notably for the purpose of security and counter-terrorism.

62. Amendments

We reserve the right to amend these Conditions of Carriage at any time. The Conditions of Carriage which apply to your journey are those published at your date of travel. We will not amend these Conditions of Carriage with retroactive effect following your date of travel.

63. Rights Of Third Parties

Unless expressly provided in these Conditions of Carriage, none of the terms of our contract with you, including these Conditions of Carriage, is enforceable or intended to be enforceable under the Contract by any party or person other than you.

64. Interpretation

The use of the words "we", "our" and "us" in these Conditions of Carriage, refers in each case to Kenya Railways; Madaraka express or its agent, and the use of "you" and "your" refers in each case to any passenger or passengers travelling on our trains. References in these Conditions of Carriage to "paragraphs" are to paragraphs of these Conditions of Carriage.